



To: Cecelia Kempton
28 Jagger Lane
Westhampton, NY 11977

January 29, 2020

Re: 28 Jagger Lane, Westhampton, NY 11977
SCTM#: 0900-369.00-03.00-028.004

Co-Exclusive Right to Sell Agreement

This will confirm that you have engaged Brown Harris Stevens Westhampton LLC ("BHS") and Scala Properties ("agency") as your co-exclusive real estate brokers for the Property under this Co-Exclusive Right-to-Sell agreement for a period of four (4) months, beginning on the date the bankruptcy court enters an order approving our retention and is subject to bankruptcy court approval. We are authorized to list the Property at a sales price of \$2,850,000. Your property will be represented by Gayle Osman-Lopata and Deirdre DeVita of the BHS Westhampton Beach brokerage office and by Roxanne Paino of Scala Properties Remsenburg brokerage office. You agree that BHS and Scala Properties may rely upon information about the Property provided by you to BHS and Scala Properties.

An "Exclusive Right to Sell" listing means that if you, the property owner, find a buyer for your property, or if another broker finds a buyer, you must pay the agreed upon commission to the present broker.

An "Exclusive Agency" listing means that if you, the owner of the property find a buyer, you will not have to pay a commission to the broker. However, if another broker finds a buyer, you will owe a commission to both the selling broker and your present broker.

We agree to advertise the Property at our expense and you agree that we have the co-exclusive right to market the Property. No advertising or internet listings will be made on your part without our prior consent. You agree that BHS and Scala Properties may arrange for the street address of the Property to display on various websites on which the Property's listing through BHS and Scala Properties will appear so that the mapping feature on such web sites will correctly show the Property's location.

We will conduct all showings and present to you all offers. We will maintain and provide to you, at your request, a list of all customers to whom the Property has been shown or who have expressed interest in it. You agree to refer all inquiries to us and conduct all negotiations through us and that our firm may contact you by mail, fax, e-mail, or phone about this and other real estate matters.

You authorize BHS and Scala Properties to co-broke this listing with qualified local real estate agents, as we in our sole judgment deem appropriate; and that with such co-brokering agents, we will share the commission on a 50/50 basis in the event such a co-brokering agent procures the buyer, and that you will pay us by separate checks.

In the event the Property is sold directly by the co-exclusive brokers, without an outside co-broker, 75% of the commission shall be paid to the co-exclusive broker who procured the buyer and 25% of the commission shall be paid to the other co-exclusive broker.

BHS PARTNERING
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LUXURY
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REAL ESTATE COMPANIES
IN THE WORLD

Brown Harris Stevens Westhampton, LLC

70 Main Street, Westhampton Beach, NY 11978 Tel 631.288.5500

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BHS and Scala Properties will be acting as your agents with regards to the Property under this listing agreement. In the event BHS or Scala Properties are also acting as an agent for a prospective purchaser who may be interested in purchasing the Property, you agree that BHS or Scala Properties may under such circumstances act as a Dual

Agent with Gayle Osman-Lopata, Deirdre DeVita or Roxanne Paino designated to represent your interests and with the selling agent bringing the prospective purchaser designated to represent said purchaser's interests.

The commission shall be five percent (5%) of the actual gross selling price. The commission will be due in full at closing, unless you willfully default under the governing contract of sale and no closing takes place as a result, in which case the commission shall be nonetheless due upon demand by BHS and Scala Properties.

At the time of closing, you may be required to deposit the broker's commission with the county clerk in the event that you do not pay the broker his or her commission as set forth herein. Your obligation to deposit the broker's commission with the county clerk may be waived by the broker.

For the duration of this agreement, you represent that you are the sole owner(s) of record of the Property, that you have the authority to enter into this agreement and that you may sell the Property without any other person or entity's consent or approval; and further, you represent that the Property is not listed with any other real estate broker and that you will not list the Property with any other broker during the term of this agreement. This agreement shall bind and benefit the personal representatives, successors or assigns of the parties and may not be changed, rescinded, or modified except in writing, signed by all of us.

Excluded from this agreement for a period of thirty (30) days are the following are Anthony Bonner of Sea Level Construction. This shall include any family members of the aforementioned or any entity over which they have control. In the event either of these parties enters into a written contract of sale for the Property with you within 30 days of the date hereof and you close title pursuant to said contract, no Real Estate Company, including Brown Harris Stevens shall be entitled to a commission in connection with the said sale.

You acknowledge that we have informed you of your obligations under the Federal Lead Based Paint Disclosure Law and under the New York State Property Disclosure Law and provided you with the New York State agency disclosure form stating that we are acting as your agent with regards to the Property.

At the expiration of this agreement, we will present you with a list of potential customers we introduced to the Property. If a named customer on the list (and/or an entity owned by said customer) enters into a contract to purchase the Property within 90 days after expiration of the agreement, our commission for such sale will be due.

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In the event that you wish to withdraw the Property from the market for sale prior to the expiration of this agreement, you agree to reimburse BHS and Scala Properties for any advertising expenses incurred during the listing period.

Please sign below to indicate your agreement with these terms.

Yours,

Robert M. Nelson Date
Executive Managing Director
Brown Harris Stevens Westhampton, LLC.

Ron Scala Date
Principal Broker
Scala Properties

Agreed To:

Cecelia Kempton, Seller Date